



Request For Proposal for DNA PATERNITY TESTING

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RFP HS 08-08

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I. INTRODUCTION

A. Purpose

The County of San Bernardino Department of Child Support Services and the Department of Children's Services, hereafter referred to as the "County," are seeking proposals from interested and qualified organizations and firms, hereinafter referred to as "Proposers" or "Contractors," to provide DNA Paternity Testing to establish paternity, under Fee-for-Service Contracts, for the three-year period beginning July 1, 2009 through June 30, 2012. The County may, but is not obligated to extend awarded contracts for up to two additional one-year periods contingent on the availability of funds, Contractor performance, and Board approval. An amount not to exceed \$350,000 for DCSS, and \$75,000 for DCS, has been allocated for these services for the period indicated. The number of awards will be determined by the quality of the proposals received.

B. Minimum Proposer Requirements

Proposers must:

1. Have no record of unsatisfactory performance. Contractors who are or have been seriously deficient in current or recent contract performance, in the absence of circumstances properly beyond the control of the Contractor, shall be presumed to be unable to meet this requirement.
2. Have the ability to maintain adequate files and records and meet statistical reporting requirements.
3. Have the administrative and fiscal capability to provide and manage the proposed services and to ensure an adequate audit trail.
4. Have a minimum of three (3) years experience providing this type of service.
5. Meet other presentation and participation requirements listed in this RFP.

C. Proposal Conference

A proposal conference will be held at the San Bernardino County Human Services, Contracts Unit office, 150 South Lena Road, San Bernardino, at 10:00 a.m. on Tuesday, November 18, 2008. Attendance at the conference is non-mandatory; however proposers are strongly encouraged to attend.

D. Correspondence

All correspondence, including proposals, is to be submitted to:

County of San Bernardino
Human Services
ATTN: HS Contracts Unit (RFP HS 08-08)
150 South Lena Road
San Bernardino, CA 92415-0515

Margie Donahue, (909) 387-2444, mdonahue@hss.sbcounty.gov

During the proposal and evaluation process, the individual identified above is the sole contact point for any inquiries or information relating to this RFP. Only if authorized

by the County's contact, may other County Staff provide information. Any violation of this procedure may be grounds for disqualification of the Proposer. It is the responsibility of the Proposer to ensure that the RFP responses arrive in a timely manner.

E. Proposal Submission Deadline

All proposals must be received at the address listed in Paragraph D of this Section no later than 4:00 p.m. on Tuesday, December 16, 2008. Facsimile or electronically transmitted proposals will not be accepted since they do not contain original signatures. Postmarks will not be accepted in lieu of actual receipt. Late proposals will not be considered.

II. PROCUREMENT TIMELINE

A.	Proposal Conference	10:00 a.m., Tuesday, November 18, 2008
B.	Deadline for submission of questions	4:00 p.m., Monday, November 24, 2008
C.	Deadline for proposals	4:00 p.m., Tuesday, December 16, 2008
D.	Tentative date for Mailing Award/Denial Letters	Tuesday, April 7, 2009
E.	Tentative Deadline for protests	Friday, April 17, 2009
F.	Tentative date for awarding of Contract(s)	Tuesday, May 5, 2009
G.	Tentative Start Date for Contract(s)	Tuesday, July 1, 2009

The above dates are subject to change as deemed necessary by the County.

III. PROCUREMENT CONDITIONS

A. Contingencies

Funding for this program is contingent on local, state and federal funding. This RFP does not commit the County to award the contracts. Cost, while not necessarily the primary factor used in the selection process, is an important factor. The County will award the contracts based on the proposal that best meets the needs of the County.

The County reserves the right to accept or reject any or all proposals if the County determines it is in the best interest of the County to do so. The County will notify all Proposers, in writing, if the County rejects all proposals.

B. Modifications

The County has the right to issue addenda or amendments to this RFP. The County also reserves the right to terminate this procurement process at any time.

C. Proposal Submission

To be considered, all proposals must be submitted in the manner set forth in this RFP. **It is the Proposer's responsibility to ensure that its proposal arrives on or before the specified time.** All proposals and materials submitted become the property of the County.

D. Inaccuracies or Misrepresentations

If in the course of the RFP process or in the administration of the resulting contracts, the County determines that the Proposer has made a material misstatement or misrepresentation or that materially inaccurate information has been provided to the County, the Proposer may be terminated from the RFP process or in the event contracts have been awarded, the contracts may be immediately terminated.

In the event of a termination under this provision, the County is entitled to pursue any available legal remedies.

E. Incurred Costs

This RFP does not commit the County to pay any costs incurred in the preparation of a proposal in response to this request and Proposer agrees that all costs incurred in developing this proposal are the Proposer's responsibility.

F. Proposal Confidentiality

Proposers should be aware that proposal responses are subject to the California Public Records Act (Government Code section 6250 et seq.). If any Proposer's proposal contains trade secrets or other information, which is proprietary by law, the Proposer must notify the County of its request to keep that information confidential.

The request to keep proprietary information confidential must be made in writing and attached to the envelope or other medium used to submit the proposal. The confidential or proprietary information shall be readily separable from the response in order to facilitate eventual public inspection of the non-confidential portion of the response.

The County will review the request and notify the Proposer in writing of its decision as to whether confidentiality can be maintained under law. If confidentiality cannot be maintained, the Proposer has the option of withdrawing the proposal or advising the County of its understanding that this information will become public record. The price of products offered or the cost of services proposed shall not be designated as proprietary or confidential information.

In the event a public records request is made for information designated by the Proposer as confidential or proprietary and if the County has made a determination as to the confidential or proprietary nature of the information, the County will notify the Proposer of the request. The Proposer will have an opportunity to seek a determination from the appropriate court as to the disclosure or non-disclosure of the information.

G. Negotiations

The County may require the potential Contractors selected to participate in negotiations, and to submit revisions to pricing, technical information, and/or other items from their proposals as may result from these negotiations.

H. Level of Service

For any contracts awarded as a result of the RFP, no minimum or maximum number of clients can be guaranteed by the County.

IV. PROGRAM REQUIREMENTS

A. Definitions

1. **Chain of Custody** – The term used to protect the integrity of the test sample/specimen. Should include the following: a) proper identification through valid driver's license or other valid identification of each person whose specimen is collected; b) full name of each person whose specimen is being collected; c) photograph taken of each person whose specimen is collected at collection site; d) thumbprint of each person whose specimen is collected; e) county case number; and f) the full name and an accounting of each employee who handles the test sample/specimen.
2. **Contractor** – A Contractor, as relates to this RFP, may mean one or more Contractors that may provide services to the County.
3. **Department of Children's Services (DCS)** – DCS provides family-centered programs and services designed to ensure safe, permanent, nurturing families for San Bernardino County's children while strengthening and attempting to preserve the family unit. DCS assists in preventing further harm to, and protecting children from, intentional physical or mental injury, sexual abuse, exploitation, or neglect by a person responsible for a child's health or welfare. DCS provides support for families and strives towards goals of reducing risks to children, improving parenting skills, and strengthening social support networks for families.
4. **Department of Child Support Services (DCSS)** – DCSS provides assistance to families in meeting their mutual obligation to provide financial and medical support for their children.
5. **DNA Paternity Testing** – Scientific genetic testing that compares the genetic markers of the mother, alleged father, and child. The alleged father is either excluded or not excluded based on the results. If the individual is not excluded, then a probability, based on how likely it is that he is the father, is calculated.
6. **Fee-for-Service Contract** – An agreement to pay a specified price for the delivery of specific supplies or services.
7. **Human Services (HS)** – A system of integrated services, where the programs and resources of County departments come together to provide a rich, more complete array of services to the citizens of San Bernardino County under one coordinated effort.

8. **Interstate Child Support Case** – A case in which the person who should pay child support and the person who should receive support payments for the child are in two different states.
9. **Request for Proposal (RFP)** – The document used to solicit a solution or solutions from potential contractors to a specific problem or need. Although price is important, originality and effectiveness of the proposal, and the background and experience of the Proposer, are evaluated in addition to the proposed price.
10. **Uniform Interstate Family Support Act (UIFSA)** – A model State law governing interstate processing that substantially revises and expands the revised Uniform Reciprocal Enforcement of Support Act (R) URESA.

B. Reference Documents

The County has copies of the following materials available for review:

1. Americans with Disabilities Act (42 U.S.C. section 12101 et seq.)
[<http://www.dol.gov/esa/regs/statutes/ofccp/ada.htm>]
2. California Department of Social Services Manual of Policies and Procedures Divisions 21 and 23, sections 600, 602, and 604
[http://www.dss.cahwnet.gov/ord/cdssmanual_240.htm]
3. Clean Air Act (42 U.S.C. section 7606)
[<http://www4.law.cornell.edu/uscode/html/uscode42>]
4. Clean Water Act (33 U.S.C. section 1368)
[<http://www4.law.cornell.edu/uscode/html/uscode33>]
5. Establishing Paternity and Securing Support, CFR 45 302.31
[http://edocket.access.gpo.gov/cfr_2005/octqtr/45cfr302.31.htm]
6. Establishment of Paternity, CFR 45 303.5
[http://edocket.access.gpo.gov/cfr_2005/octqtr/45cfr303.5.htm]
7. Environmental Tobacco Smoke (20 U.S.C. section 6081 et seq.), also known as the Pro-Children Act of 1994 [http://www4.law.cornell.edu/uscode/html/uscode20]
8. Executive Order 11246 [30 Fed. Reg. 12319 (Sept. 24, 1965)], as amended by Executive Orders 11375, 11625, 12138, 12432, and 12250
[<http://www.dol.gov/esa/regs/compliance/ofccp/fs11246.htm>]
9. Executive Order 11738 [38 Fed. Reg. 25161 (Sept. 10, 1973)] and Environmental Protection Agency regulations (40 C.F.R., part 32)
[<http://www4.law.cornell.edu/cfr>]
10. Executive Order 12549 [51 Fed. Reg. 6370 (Feb. 18, 1986)] and Debarment, Suspension, And Other Responsibility Matters (45 C.F.R., part 76)
[<http://www4.law.cornell.edu/cfr>]
11. California Government Code section 6250 et seq.
[<http://www.leginfo.ca.gov/calaw.html>]

12. California Government Code section 87100 et seq.
[<http://www.leginfo.ca.gov/calaw.html>]
13. Office of Management and Budget (OMB) Circulars
[<http://www.whitehouse.gov/omb/circulars/>]
14. California Penal Code section 11105.3 [<http://www.leginfo.ca.gov/calaw.html>]
15. San Bernardino County Policy (11-10) - Recycled products
16. State Energy Conservation Plan (California Code of Regulations Title 20, section 1401 et seq.) [<http://ccr.oal.ca.gov/default.htm>]
17. Title VII of the Civil Rights Act of 1964 [<http://www.eeoc.gov/policy/vii.html>]
18. California Welfare and Institutions Code section 10000 et seq.
[<http://www.leginfo.ca.gov/calaw.html>]

Copies of these materials are available for review by appointment only, Monday through Thursday from 8:00 a.m. to 4:00 p.m. at the Human Services Contracts Unit office.

C. Background

The County of San Bernardino, California, is the largest geographical county in the contiguous United States, encompassing over 20,000 square miles. It borders Los Angeles, Riverside, Orange, Inyo, and Kern Counties, and the States of Arizona and Nevada. More than 2 million citizens reside in urban, suburban and rural communities within the County's valley, mountain and desert regions.

The Department of Child Support Services determines paternity, establishes and enforces child support orders, and secures payments to assist families in meeting the financial and medical needs of their children. Currently, DNA Paternity Testing services are being provided by an outside vendor who provides a clinician on-site at branch offices located in Loma Linda, Rancho Cucamonga and Victorville. Utilizing an acceptable standard for Chain of Custody, the genetic samples are transported to a lab and analyzed. Within 7 to 14 days a report is submitted to the DCSS with a summary of findings including Paternity Index and Probability of Paternity. DCSS requests an average of approximately 200 DNA Paternity Testing specimens per month.

The Department of Children's Services assists in preventing and/or alleviating harm to children from intentional physical or mental injury, sexual abuse, exploitation or neglect. DCS services provide support for families and strive towards goals of reducing risks to children, improving parenting skills and strengthening families. DCS requests an average of approximately 50 DNA Paternity Testing specimens per month.

D. Program Description

1. Program Objective

As stated previously, DCSS is responsible for the establishment and enforcement of family support for the children of San Bernardino County. The Department currently has an open caseload of approximately 124,000 cases. The determination of paternity is critical to the establishment of an enforceable child support case.

As mandated by the Code of Federal Regulations 45 303.5(c) Establishment of Paternity: DCSS “ ... must identify and use laboratories which perform, at reasonable cost, legally and medically acceptable genetic tests which tend to identify the father or the alleged father.” It is the objective of DCSS to obtain a qualified agency to conduct and perform these DNA Paternity Testing services.

In addition, the Department of Children’s Services is one of the departments responsible for the health and well being of the children of San Bernardino County and their families. DCS currently has 4,300 children in out of home placement. Establishment of paternity is an important goal of DCS in order to ensure the rights of the child and his/her parents are met.

2. Program Requirements

The successful agency must be able to provide proof of accreditation with the American Association of Blood Banks (AABB). In addition, they must be able to provide:

- a. DNA Paternity Testing: Through buccal swab collection by a sample collections specialist, or 2) actual blood draw by a certified/licensed phlebotomist, in cases where a buccal swab is not possible. Either staff member may be required to testify in court regarding specimen collection.
- b. A reasonable turnaround time frame to deliver said results, not to exceed 14 calendar days from collection from all parties; except where there are extenuating circumstances.
- c. Specific procedures that the laboratory uses to preserve the integrity of the chain of custody of the test sample/specimen and safeguards to prevent errors. The laboratory is to indicate how they maintain records and samples from the time the samples are taken, transported, delivered, analyzed, and results returned to the County.
- d. Procedures detailing UIFSA scheduling within 48 to 72 hours on Out-of-State and Out-of-County cases.
- e. Testing of all samples/specimens in accordance with current standards for Parentage Testing Laboratories published by the AABB, current edition. This should include DNA tests that have an average cumulative Power of Exclusion of 99.0%, multiple exclusions, and inclusions with a minimum Combined Paternity Index of 100 to 1 or a Probability of Paternity of 99.0% based on a prior probability of .5.
- f. A current list of licensed medical doctors, PhDs. and other professional staff who are qualified to testify as expert witnesses on paternity cases in the State of California. These individuals may be required to testify in court proceedings at no additional charge/cost to the County.
- g. Recollection of sample/specimen within 14 calendar days of original collection, if necessary.
- h. A written report used to report test results and analysis.

- i. Procedures or policies on aged/incomplete sample/specimen, storage and destruction.
- j. Quarterly reports (due in September, December, March and June) for each department, sorted by client's name, summarizing the number of test samples collected: number of tests resulting in exclusions, number of requests of extensions of the 14 day deadline, number of incomplete tests and number of recollection of sample/specimens.

It is expected that these DNA Paternity testing services will be able to be performed at the various branch offices of DCSS. Currently, DCSS has three branches located as follows:

- 10417 Mountain View, Loma Linda, CA 92354
- 10565 Civic Center Drive, Rancho Cucamonga, CA 91730
- 15400 Civic Drive, Victorville, CA 92392

DNA Paternity testing services for DCS clients will also be conducted at DCSS offices.

3. Program Considerations

The successful Contractor must maintain confidentiality and preserve the chain of custody requirement. It is expected that they will provide all materials and equipment to provide such services. In addition, Contractor may be asked to:

- a. Provide a toll-free number and assign a coordinator to work with County for the purpose of checking on the status of testing results, billing processes, or other information.
- b. Electronically transfer information to the County. Provide brief explanation on how this would work and any costs associated with this type of service. Include software/hardware requirements, security procedures used to protect client's confidentiality and any Internet access required (informational purposes only).

V. CONTRACT REQUIREMENTS

A. General

Contracts resulting from this RFP may include the terms contained below. If the Proposer has any objections to these terms, these objections must be addressed in the proposal or the objections will be deemed to have been waived.

1. Representation of the County

In the performance of the Contracts, Contractor, its agents and employees, shall act in an independent capacity and not as officers, employees, or agents of the County of San Bernardino.

2. Contract Assignability

Without the prior written consent of the County, contracts are not assignable by Contractor either in whole or in part.

3. Subcontracting

Contractor agrees not to enter into any subcontracts for work contemplated under the contracts without first obtaining written approval from the County. Any subcontractor shall be subject to the same provisions as Contractor. Contractor shall be fully responsible for the performance of any subcontractor.

4. Contract Amendments

Contractor agrees any alterations, variations, modifications, or waivers of the provisions of either contract shall be valid only when they have been reduced to writing, duly signed and attached to the original contracts and approved by the required persons and organizations.

5. Conflict of Interest

Contractor shall make all reasonable efforts to ensure that no conflict of interest exists between its officers, employees, or subcontractors and the County. Contractor shall make a reasonable effort to prevent employees, consultants, or members of governing bodies from using their positions for purposes that are, or give the appearance of, being motivated by a desire for private gain for themselves or others such as those with whom they have family, business, or other ties.

Officers, employees, and agents of cities, counties, districts, and other local agencies are subject to applicable conflict of interest codes and State law, including the California Department of Social Services Manual of Policies and Procedures Chapter 23, section 23-602 (Code of Conduct). In the event that the County determines that a conflict of interest situation exists, any increase in costs associated with the conflict of interest situation may be disallowed by the County and such conflict may constitute grounds for termination of either or both of the contracts.

This provision shall not be construed to prohibit employment of persons with whom Contractor's officers, employees, or agents have family, business, or other ties so long as the employment of such persons does not result in increased costs over those associated with the employment of any other equally qualified applicant.

6. Client Complaint and Concern Procedure

Contractor will ensure that the Client Complaint and Concern Procedure is posted in areas where clients receive services and that staff are knowledgeable on the Client Complaint and Concern Procedure (Attachment A), and ensure that any complaints or concerns by recipients are referred to the County in accordance with the procedure.

7. Confidentiality

The Contractor shall be required to protect from unauthorized use or public disclosure to any committee or legislative body, news media, or advocacy group any private information such as name, address, or social security number identifying any applicant or recipient of public assistance, except for statistical information, not identifying any participant.

The Contractor shall not use or disclose any identifying information for any purpose other than carrying out the Contractor's obligations under the contracts, except as may be otherwise required by law. This provision will remain in force even after the termination of the contracts.

The Contractor shall be required to protect from unauthorized use or public disclosure any information in the form of files, applications, papers, documents, and records including those maintained in an electronic format, on microfilm or microfiche. The Contractor shall also be required to dispose of the records in one of the following manners:

- a. Shredding.
- b. Recycling which results in destruction of the records.
- c. Burning.
- d. Erasure.
- e. Obliteration.
- f. Burial.
- g. Permanently deleting, erasing, and/or purging electronic, microfilm, and microfiche records from computers, hard-drives, floppy disks, magnetic media, and other software programs. Electronic documents that have been printed or reproduced in a hard copy shall be destroyed as specified in subparagraphs a. through f.

8. Licenses and Permits

Contractor will ensure that it has all necessary licenses and permits required by the laws of the United States, State of California, County and all other appropriate governmental agencies, and agrees to maintain these licenses and permits in effect for the duration of the contracts. Contractor will notify County immediately of loss or suspension of any such licenses and permits.

9. Department of Justice Clearance

Contractor shall obtain from the Department of Justice (DOJ) records of all convictions involving any sex crimes, drug crimes, or crimes of violence of a person who is offered employment or volunteers for all positions in which he or she would have contact with a minor, the aged, the blind, the disabled or a domestic violence client, as provided for in Penal Code section 11105.3. This includes licensed personnel who are not able to provide documentation of prior DOJ clearance. A copy of a license from the State of California is sufficient proof.

10. Pro-Children Act of 1994

Contractor will comply with Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (20 U.S.C. 6081 et seq.).

11. Americans with Disabilities Act

Contractor shall comply with all applicable provisions of the Americans with Disabilities Act (ADA) (42 U.S.C. section 12101 et seq.)

12. Health and Safety

Contractor shall comply with all applicable local health and safety clearances, including fire clearances, for each site where program services are provided under the terms of the contracts.

13. Environmental Regulations

EPA Regulations - If the amount available to Contractor under the contracts exceeds \$100,000, Contractor will agree to comply with the Clean Air Act (42 U.S.C. section 7606); section 508 of the Clean Water Act (33 U.S.C. 1368); Executive Order 11738 [38 Fed. Reg. 25161 (Sept. 10, 1973)]; and Environmental Protection Agency regulations (40 C.F.R., part 32).

State Energy Conservation Clause - Contractor shall observe the mandatory standards and policies relating to energy efficiency in the State Energy Conservation Plan (California Code of Regulations, title 20, section 1401 et seq.).

14. Debarment, Suspension, And Other Responsibility Matters

As required by Executive Order 12549 [51 Fed. Reg. 6370 (Feb. 18, 1986)] and Debarment and Suspension, And Other Responsibility Matters (45 C.F.R., section 76):

a. The Contractor certifies that it and any potential subcontractors:

- 1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions (as defined at 45 C.F.R. section 76.200) by any federal department or agency;
- 2) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- 3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (a) (2) of this certification; and

- 4) Have not within a three-year period proceeding this application had one or more public transactions (federal, state, or local) terminated for cause or default; and

- b. Where the Contractor is unable to certify as true any of the statements in this certification, he or she shall include an explanation in the proposal.

15. Invoices

Contractor will provide invoices once a month for each department, DCSS and DCS, within ten (10) days following the month of service. For DCSS, the invoice must reflect the names of clients served, the complete Child Support case number, and type of services performed in a report format acceptable to the County. For DCS, the invoice must reflect the DCS case number, the date of service, the names and dates of birth of clients served, and the services performed.

16. Records

Contractor shall maintain all records and management books pertaining to local service delivery and demonstrate accountability for the performance of each contract and maintain all fiscal, statistical, and management books and records pertaining to the contract. Said records shall be kept and maintained within the County of San Bernardino.

Records should include, but are not limited to, monthly summary sheets, sign-in sheets, and other primary source documents. Fiscal records shall be kept in accordance with Generally Accepted Accounting Principles and must account for all funds, tangible assets, revenue and expenditures. Fiscal records must also comply with the appropriate Office of Management and Budget (OMB) Circulars, which state the administrative requirements, cost principles, and other standards for accountancy.

Contractors expending \$500,000 or more in federal funds annually shall have a single audit or program specific audit performed. A copy of the audit shall be maintained as part of the program's fiscal records.

All records shall be complete and current and comply with the requirements of each contract. Failure to maintain acceptable records per the preceding requirements shall be considered grounds for withholding payments for billings submitted and for termination of one or both contracts.

17. Public Accessibility

Contractor shall ensure that services provided are accessible by public transportation.

18. Notification

In the event of a problem or potential problem that will impact the quality or quantity of work or the level of performance under the contracts, notification will be made within one working day, in writing and by telephone to the County.

19. Copyright

County shall have a royalty-free, non-exclusive and irrevocable license to publish, disclose, copy, translate, and otherwise use, copyright or patent, now and hereafter, all reports, studies, information, data, statistics, forms, designs, plans, procedures, systems, and any other materials or properties developed under the contracts including those covered by copyright, and reserves the right to authorize others to use or reproduce such material. All such materials developed under the terms of the contracts shall acknowledge San Bernardino County as the funding agency and Contractor as the creator of the publication. No such materials or properties produced in whole or in part under the contracts shall be subject to private use, copyright or patent right by Contractor in the United States or in any other country without the express written consent of County. Copies of all educational and training materials, curricula, audio/visual aids, printed material, and periodicals, assembled pursuant to the contracts must be filed with County prior to publication. Contractor shall receive written permission from County prior to publication of said training materials.

20. Attorney Fees

Contractor agrees to bear its own attorneys' fees and costs regardless of who prevails in the event of a contractual dispute and not charge such fees as an expense under the contracts.

21. Contractor Primary Contact

The Contractor will designate an individual to serve as the primary point of contact for the contracts. Contractor shall notify County when the primary contact will be unavailable/out of the office for one (1) or more workdays. Contractor or designee must respond to County inquiries within two (2) County business days.

22. Change of Address

Contractor shall notify the County in writing of any change in mailing address within ten (10) calendar days of the address change.

23. Recycled Paper Products

The County has adopted a recycled product purchasing standards policy (11-10), which requires contractors to use recycled paper for proposals and for any printed or photocopied material created as a result of a contract with the County. The policy also requires Contractors to use both sides of the paper sheets for reports submitted to the County whenever practicable.

24. Electronic Fund Transfer

Contractor shall accept all payments from County via electronic funds transfer (EFT) directly deposited into the Contractor's designated checking or other bank account. Contractor shall promptly comply with directions and accurately complete forms provided by County required to process EFT payments.

B. Indemnification and Insurance Requirements

Contractor agrees to and shall comply with the following indemnification and insurance requirements:

1. Indemnification – The Contractor agrees to indemnify, defend (with counsel reasonably approved by County) and hold harmless the County and its authorized officers, employees, agents and volunteers from any and all claims, actions, losses, damages, and/or liability arising out of this contract from any cause whatsoever, including the acts, errors or omissions of any person and for any costs or expenses incurred by the County on account of any claim except where such indemnification is prohibited by law. This indemnification provision shall apply regardless of the existence or degree of fault of indemnitees. The Contractor's indemnification obligation applies to the County's "active" as well as "passive" negligence but does not apply to the County's "sole negligence" or "willful misconduct" within the meaning of Civil Code Section 2782.
2. Additional Insured – All policies, except for the Workers' Compensation, Errors and Omissions and Professional Liability policies, shall contain endorsements naming the County and its officers, employees, agents and volunteers as additional insureds with respect to liabilities arising out of the performance of services hereunder. The additional insured endorsements shall not limit the scope of coverage for the County to vicarious liability but shall allow coverage for the County to the full extent provided by the policy. Such additional insured coverage shall be at least as broad as Additional Insured (Form B) endorsement form ISO, CG 2010.11 85.
3. Waiver of Subrogation Rights – The Contractor shall require the carriers of required coverages to waive all rights of subrogation against the County, its officers, employees, agents, volunteers, contractors and subcontractors. All general or auto liability insurance coverage provided shall not prohibit the Contractor and Contractor's employees or agents from waiving the right of subrogation prior to a loss or claim. The Contractor hereby waives all rights of subrogation against the County.
4. Policies Primary and Non-Contributory – All policies required herein are to be primary and non-contributory with any insurance or self-insurance programs carried or administered by the County.
5. Severability of Interests – The Contractor agrees to ensure that coverage provided to meet these requirements is applicable separately to each insured and there will be no cross liability exclusions that preclude coverage for suits between the Contractor and the County or between the County and any other insured or additional insured under the policy.
6. Proof of Coverage – The Contractor shall furnish Certificates of Insurance to the County Department administering the contracts evidencing the insurance coverage, including endorsements, as required, prior to the commencement of performance of services hereunder, which certificates shall provide that such insurance shall not be terminated or expire without thirty (30) days written

notice to the Department, and Contractor shall maintain such insurance from the time Contractor commences performance of services hereunder until the completion of such services. Within fifteen (15) days of the commencement of these contracts, the Contractor shall furnish a copy of the Declaration page for all applicable policies and will provide complete certified copies of the policies and endorsements immediately upon request.

7. Acceptability of Insurance Carrier – Unless otherwise approved by Risk Management, insurance shall be written by insurers authorized to do business in the State of California and with a minimum “Best” Insurance Guide rating of “A- VII”.
8. Deductibles and Self-Insured Retention – Any and all deductibles or self-insured retentions in excess of \$10,000 shall be declared to and approved by Risk Management.
9. Failure to Procure Coverage – In the event that any policy of insurance required under these contracts do not comply with the requirements, is not procured, or is canceled and not replaced, the County has the right but not the obligation or duty to cancel one or both contracts or obtain insurance if it deems necessary and any premiums paid by the County will be promptly reimbursed by the Contractor or County payments to the Contractor will be reduced to pay for County purchased insurance.
10. Insurance Review – Insurance requirements are subject to periodic review by the County. The Director of Risk Management or designee is authorized, but not required, to reduce, waive or suspend any insurance requirements whenever Risk Management determines that any of the required insurance is not available, is unreasonably priced, or is not needed to protect the interests of the County. In addition, if the Department of Risk Management determines that heretofore unreasonably priced or unavailable types of insurance coverage or coverage limits become reasonably priced or available, the Director of Risk Management or designee is authorized, but not required, to change the above insurance requirements to require additional types of insurance coverage or higher coverage limits, provided that any such change is reasonable in light of past claims against the County, inflation, or any other item reasonably related to the County’s risk.

Any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to these contracts. Contractor agrees to execute any such amendment within thirty (30) days of receipt.

Any failure, actual or alleged, on the part of the County to monitor or enforce compliance with any of the insurance and indemnification requirements will not be deemed as a waiver of any rights on the part of the County.

11. The Contractor agrees to provide insurance set forth in accordance with the requirements herein. If the Contractor uses existing coverage to comply with these requirements and that coverage does not meet the specified requirements, the Contractor agrees to amend, supplement or endorse the

existing coverage to do so. The type(s) of insurance required is determined by the scope of the contracts' services.

Without in anyway affecting the indemnity herein provided and in addition thereto, the Contractor shall secure and maintain throughout the contract's term the following types of insurance with limits as shown:

- a. Workers' Compensation/Employers Liability – A program of Workers' Compensation insurance or a state-approved, self-insurance program in an amount and form to meet all applicable requirements of the Labor Code of the State of California, including Employer's Liability with \$250,000 limits covering all persons including volunteers providing services on behalf of the Contractor and all risks to such persons under these contracts.

If Contractor has no employees, it may certify or warrant to the County that it does not currently have any employees or individuals who are defined as "employees" under the Labor Code and the requirement for Workers' Compensation coverage will be waived by the County's Director of Risk Management.

With respect to Contractors that are non-profit corporations organized under California or Federal law, volunteers for such entities are required to be covered by Workers' Compensation insurance.

- b. Commercial/General Liability Insurance – The Contractor shall carry General Liability Insurance covering all operations performed by or on behalf of the Contractor providing coverage for bodily injury and property damage with a combined single limit of not less than one million dollars (\$1,000,000), per occurrence. The policy coverage shall include:
 - 1) Premises operations and mobile equipment
 - 2) Products and completed operations
 - 3) Broad form property damage (including completed operations)
 - 4) Explosion, collapse and underground hazards
 - 5) Personal injury
 - 6) Contractual liability
 - 7) \$2,000,000 general aggregate limit
- c. Automobile Liability Insurance – Primary insurance coverage shall be written on ISO Business Auto coverage form for all owned, hired and non-owned automobiles or symbol 1 (any auto). The policy shall have a combined single limit of not less than one million dollars (\$1,000,000) for bodily injury and property damage, per occurrence.

If the Contractor is transporting one or more non-employee passengers in performance of contract services, the automobile liability policy shall

have a combined single limit of two million dollars (\$2,000,000) for bodily injury and property damage per occurrence.

If the Contractor owns no autos, a non-owned auto endorsement to the General Liability policy described above is acceptable.

- d. Umbrella Liability Insurance – An umbrella (over primary) or excess policy may be used to comply with limits or other primary coverage requirements. When used, the umbrella policy shall apply to bodily injury/property damage, personal injury/advertising injury and shall include a “dropdown” provision providing primary coverage for any liability not covered by the primary policy. The coverage shall also apply to automobile liability.

- e. Professional Liability – Professional Liability Insurance with limits of not less than one million (\$1,000,000) per claim or occurrence and two million (\$2,000,000) aggregate limits

or

Errors and Omissions Liability Insurance with limits of not less than one million (\$1,000,000) and two million (\$2,000,000) aggregate limits

or

Directors and Officers Insurance coverage with limits of not less than one million (\$1,000,000) shall be required for contracts with charter labor committees or other not-for-profit organizations advising or acting on behalf of the County.

If insurance coverage is provided on a “claims made” policy, the “retroactive date” shall be shown and must be before the date of the start of the contract work. The claims made insurance shall be maintained or “tail” coverage provided for a minimum of five (5) years after contract completion.

C. Right to Monitor and Audit

1. Right to Monitor

County or any subdivision or appointee thereof, and the State of California or any subdivision or appointee thereof, including the Auditor General, shall have absolute right to review and audit all records, books, papers, documents, corporate minutes, and other pertinent items as requested, and shall have absolute right to monitor the performance of Contractor in the delivery of services provided under the contract. Full cooperation shall be given by Contractor in any auditing or monitoring conducted.

Contractor shall cooperate with the County in the implementation, monitoring and evaluation of the contracts and comply with any and all reporting requirements established by the County.

2. Availability of Records

All records pertaining to service delivery and all fiscal, statistical and management books and records shall be available for examination and audit by

the county, federal, and state representatives for a period of four years and four months after the final payment under the contracts or until all pending county, state, and federal audits are completed, whichever is later. Program data shall be retained locally (in the County of San Bernardino) and made available upon request or turned over to the County. If said records are not made available at the scheduled monitoring visit, Contractor may, at the County's option, be required to reimburse the County for expenses incurred due to required rescheduling of monitoring visit(s). Such reimbursement will not exceed \$50 per hour (including travel time) and will be deducted from the following month's claim for reimbursement.

Records of the Contractor that do not pertain to the program shall not be subject to audit unless provided for in another agreement.

3. Assistance by Contractor

Contractor shall provide all reasonable facilities and assistance for the safety and convenience of County's representatives in the performance of their duties. All inspections and evaluations shall be performed in such a manner as will not unduly delay the work of the Contractor.

4. Independent Audit Provisions

Contractor will hire a licensed Certified Public Accountant (CPA), approved by County, who shall prepare and file with County, within 60 days after the termination of the contracts, a certified fiscal audit of related expenditures during the term of the contracts and a program compliance audit.

VI. EQUAL EMPLOYMENT OPPORTUNITY/CIVIL RIGHTS

A. Equal Employment Opportunity Program

Contractor agrees to comply with: the provisions of the County of San Bernardino Equal Employment Opportunity Program and rules and regulations adopted pursuant thereto; Executive Order 11246 [30 Fed. Reg. 12319 (Sept. 24, 1965)], as amended by Executive Orders 11375, 11625, 12138, 12432, and 12250; Title VII of the Civil Rights Act of 1964 (42 U.S.C. section 2000(e), et seq.); Division 21 of the California Department of Social Services Manual of Policies and Procedures; California Welfare and Institutions Code section 10000; the California Fair Employment and Housing Act (Cal. Gov. Code section 12900, et seq.); and other applicable federal, state, and county laws, regulations and policies relating to equal employment or social services to welfare recipients, including laws and regulations hereafter enacted.

The Contractor shall not unlawfully discriminate against any employee, applicant for employment, or service recipient on the basis of race, color, national origin or ancestry, religion, sex, marital status, age, political affiliation or disability. Information on the above rules and regulations may be obtained from the County.

B. Civil Rights Compliance

The Contractor shall develop and maintain internal policies and procedures to assure compliance with each factor outlined by state regulation. These policies must be developed into a Civil Rights Plan, which is to be on file with the County within 30

days of awarding of the contracts. The Plan must address prohibition of discriminatory practices, accessibility, language services, staff development and training, dissemination of information, complaints of discrimination, compliance review, and duties of the Civil Rights Liaison. Upon request, the County will supply a sample of the Plan format. The Contractor will be monitored by the County for compliance with provisions of its Civil Rights Plan.

VII. FORMER COUNTY ADMINISTRATIVE OFFICIAL

Proposer agrees to provide information on former County of San Bernardino administrative officials (as defined below) who are employed by or represent Proposer. The information provided must include a list of former County administrative officials who terminated County employment within the last five years and who are now officers, principals, partners, associates or members of the Proposer. Information should also include the employment and/or representative capacity and the dates these individuals began employment with or representation of the Proposer. For purposes of this section, "County administrative official" is defined as a member of the Board of Supervisors or such officer's staff, County Administrative Officer or member of such officer's staff, County department or group head, assistant department or group head, or any employee in the Exempt Group, Management Unit, or Safety Management Unit.

Failure to provide this information may result in the response to the RFP being deemed non-responsive.

VIII. IMPROPER CONSIDERATION

Applicant shall not offer (either directly or through an intermediary) any improper consideration such as, but not limited to, cash, discounts, service, the provision of travel or entertainment, or any items of value to any officer, employee or agent of the County in an attempt to secure favorable treatment regarding this RFP.

The County, by written notice, may immediately reject any proposal or terminate any contract if it determines that any improper consideration as described in the preceding paragraph was offered to any officer, employee or agent of the County with respect to the proposal and award process or any solicitation for consideration was not reported. This prohibition shall apply to any amendment, extension or evaluation process once contracts have been awarded.

Proposer shall immediately report any attempt by a County officer, employee or agent to solicit (either directly or through an intermediary) improper consideration from Proposer(s). The report shall be made to the supervisor or manager charged with supervision of the employee or to the County Administrative Office. In the event of a termination under this provision, the County is entitled to pursue any available legal remedies.

IX. DISCLOSURE OF CRIMINAL AND CIVIL PROCEEDINGS

The County reserves the right to request the information described herein from the Proposer(s) selected for contract awards. Failure to provide the information may result in a disqualification from the selection process and no award of contracts to the Proposer. The County also reserves the right to obtain the requested information by way of a background

check performed by an investigative firm. The selected Proposer(s) also may be requested to provide information to clarify initial responses. Negative information provided or discovered may result in disqualification from the selection process and no award of contracts.

The selected Proposer may be asked to disclose whether the firm or any of its partners, principals, members, associates or key employees (as that term is defined herein), within the last ten years, has been indicted on or had charges brought against it or them (if still pending) or convicted of any crime or offense arising directly or indirectly from the conduct of the firm's business, or whether the firm, or any of its partners, principals, members, associates or key employees, has within the last ten years, been indicted on or had charges brought against it or them (if still pending) or convicted of any crime or offense involving financial misconduct or fraud. If the response is affirmative, the Proposer will be asked to describe any such indictments or charges (and the status thereof), convictions and the surrounding circumstances in detail.

In addition, the selected Proposer may be asked to disclose whether the firm, or any of its partners, principals, members, associates or key employees, within the last ten years, has been the subject of legal proceedings as defined herein arising directly from the provision of services by the firm or those individuals. "Legal proceedings" means any civil actions filed in a court of competent jurisdiction, or any matters filed by an administrative or regulatory body with jurisdiction over the firm or the individuals. If the response is affirmative, the Proposer will be asked to describe any such legal proceedings (and the status and disposition thereof) and the surrounding circumstances in detail.

For the purposes of this provision "key employees" includes any individuals providing direct service to the County. "Key employees" do not include clerical personnel providing service at the Proposer's offices or locations.

X. CALIFORNIA PUBLIC RECORDS ACT

All information submitted in the Proposal or in response to request for additional information is subject to disclosure under the provisions of the California Public Records Act (California Government Code section 6250, et seq.). Proposals may contain financial or other data that constitutes a trade secret. To protect such data from disclosure, Proposer should specifically identify the pages that contain confidential information by properly marking the applicable pages and inserting the following notice on the front of its response:

NOTICE

The data on pages_____ of this Proposal response, identified by an asterisk (*) or marked along the margin with a vertical line, contains information which are trade secrets. We request that such data be used only for the evaluation of our response, but understand that disclosure will be limited to the extent that the County of San Bernardino determines is proper under federal, state, and local law.

The proprietary or confidential data shall be readily separable from the Proposal in order to facilitate eventual public inspection of the non-confidential portion of the Proposal.

The County assumes no responsibility for disclosure or use of unmarked data for any purpose. In the event disclosure of properly marked data is requested, the Vendor will be advised of the request and may expeditiously submit to the County a detailed statement indicating the reasons it has for believing that the information is exempt from disclosure under federal, state and local law. This statement will be used by the County in making its determination as to whether or not disclosure is proper under federal, state and local law. The County will exercise care in applying this confidentiality standard but will not be held liable for any damage or injury which may result from any disclosure that may occur.

XI. PROPOSAL SUBMISSION

A. General

1. All interested and qualified Proposers are invited to submit a proposal for consideration. Submission of a proposal indicates that the Proposer has read and understands this entire RFP, to include all appendices, attachments, exhibits, schedules, and addendum (as applicable) and agrees that all requirements of this RFP have been satisfied.
2. Proposals must be submitted in the format described in this Section. Proposals are to be prepared in such a way as to provide a straightforward, concise description of capabilities to satisfy the requirements of this RFP. Expensive bindings, colored displays, promotional materials, etc., are not necessary or desired. Emphasis should be concentrated on conformance to the RFP instructions, responsiveness to the RFP requirements, and on completeness and clarity of content.
3. Proposals must be complete in all respects as required in this Section. A proposal may not be considered if it is conditional or incomplete.
4. **Proposals must be received at the designated location, specified in Section I, Paragraph D – Correspondence, no later than the date and time specified in Section I, Paragraph E - Proposal Submission Deadline.**
5. All proposals and materials submitted become the property of the County.

B. Proposal Presentation

1. An original, which may be bound, and **six (6)** unbound copies of the written proposal are required. The original copy must be clearly marked “**Master Copy**”. If one copy of the proposal is not clearly marked “Master Copy”, the proposal may be rejected. However, the County may at its sole option select, immediately after proposal opening, one copy to be used as the Master Copy. If discrepancies are found between two or more copies of the proposal, the proposal may be rejected. However, if not rejected, the Master Copy will provide the basis for resolving such discrepancies.
2. The package containing the original and copies must be sealed and marked with the Proposer’s name and “CONFIDENTIAL – DNA Paternity Testing, RFP HS 08-08.
3. All proposals must be submitted on 8 1/2" by 11" recycled paper with double sided printing, unless specifically shown to be impractical, with no less than 1/2"

top, bottom, left and right margins. Proposals must be typed or prepared with word processing equipment and double-spaced. Typeface must be no more than 12 characters per inch. Each page, including attachments and exhibits, must be clearly and consecutively numbered at the bottom center of the page.

C. Proposal Format

Response to this RFP must be in the form of a proposal package in which the content must be submitted in the following sequence and format:

1. Cover Page - A letter, on letterhead stationary, signed by a duly authorized officer, employee, or agent of the Proposer submitting the proposal, which must include the following information:
 - a. A statement that the proposal is submitted in response to the RFP DNA Paternity Testing, RFP HS 08-08.
 - b. A statement indicating which individuals, by name, title, address, and phone number, are authorized to negotiate with the County on behalf of the Proposer.
 - c. A statement certifying that the undersigned, under penalty of perjury, is an agent authorized to submit proposals on behalf of the Proposer.
2. Table of Contents - A complete table of contents for the entire proposal with respective page numbers opposite each topic.
3. Statement of Certification – Must include:
 - a. A concise statement of the services proposed and the overall cost per transaction proposed for each year of the contracts.
 - b. A statement that the Proposer(s) will provide the services as described in the proposal for a three (3) year period beginning no later than July 1, 2009.
 - c. A statement that the offer made in the proposal is firm and binding for 120 days from the date the proposal is opened and recorded.
 - d. A statement that all aspects of the proposal, including cost, have been determined independently, without consultation with any other prospective Proposer or competitor for the purpose of restricting competition.
 - e. A statement that all declarations in the proposal and attachments are true and that this shall constitute a warranty, the falsity of which shall entitle the County to pursue any remedy by law.
 - f. A statement that the Proposer agrees that all aspects of the RFP and the proposal submitted shall be binding if the proposal is selected and contracts awarded.
 - g. A statement that the Proposer agrees to provide the County with any other information that the County determines is necessary for an accurate determination of the Proposer's ability to perform services as proposed.

- h. A statement that the prospective Contractor, if selected, will comply with all applicable rules, laws, and regulations.
 - i. A list of Former County Officials (as defined in Section VII) affiliated with the organization/firm. If none, so state.
- 4. Proposal Description – Proposal should:
 - a. Address, but not be limited to, all items in Section IV, Paragraph D - Program Description.
 - b. Include the following:
 - 1) Brief synopsis of the Proposer's understanding of the County's needs and how the Proposer plans to meet these needs. This should provide a broad understanding of the Proposer's entire proposal.
 - 2) Narrative description of the proposed plan to achieve the program objective and requirements.
 - 3) Detailed plan of activities.
 - 4) Explanation on how the Proposer will meet any Program Considerations as required.
 - 5) Milestone and deliverable charts, as applicable.
 - 6) Explanation of any assumptions and/or constraints.
- 5. Statement of Experience:
 - a. Business name of the Proposer and legal entity such as corporation, partnership, etc.
 - b. Number of years the Proposer has been in business under the present business name, as well as related prior business names.
 - c. A statement that the Proposer has a demonstrated capacity to perform the required services.
 - d. List any applicable licenses or permits presently held by the Proposer and indicate ability to obtain any additional licenses or permits that may be required.
 - e. A statement that the Proposer has an organization that is adequately staffed and trained to perform the required services or demonstrate the capability for recruiting such staff.
 - f. Describe experience of principal individuals of the Proposer's present organization in the areas of financial and management responsibility, including names of principal individuals, current position or office and their years of service experience, including capacity, magnitude and type of work.

- g. With respect to contracts currently in effect, completed, or terminated prior to the original expiration date within the last three years, which involve similar type projects, show for each such contract:
 - 1) Date of termination or completion and duration of each contract.
 - 2) Type of service.
 - 3) Total dollar amount contracted for and amount received.
 - 4) Location of area served.
 - 5) Name and address of agency with which contracted and agency person administering the contract.
 - 6) Reason for termination.
 - 7) If none, so state.
 - h. Identify controlling interest in any other firms providing equivalent or similar services. If none, so state.
 - i. Identify financial interest in other lines of business. If none, so state.
 - j. Disclose pending litigation, involving Proposer or any officers, employees, and/or consultants thereof, in connection with contracts. If none, so state.
 - k. Disclose convictions or adverse court rulings involving fraud and/or related acts of all officers, consultants, and employees. If none, so state.
 - l. Include a statement that the Proposer does not have any commitments or potential commitments which may impact on the Proposer's assets, lines of credit, guarantor letters, or ability to perform the Contract.
- 6. Subcontractor Information - If a Proposer plans to subcontract any portion of the service delivery described in the RFP, include a written justification for subcontracting. Attach a statement from each subcontractor, signed by a duly authorized officer, employee, or agent of the subcontractor, that includes the name and address of the subcontractor, type of work to be performed, and percentage of the total work of the proposal. Statement must also include that the subcontractor will perform all work as indicated and will comply with all items as described herein. This information will be used to determine the potential responsibility of the Proposer.

Any subcontract entered into by the Contractor shall be subject to the applicable requirements of CDSS MPP Division 23, Section 604, and the Contractor shall be responsible for performance of the subcontractor.
- 7. Audited Financial Statements - Submit three annual audited financial statements. Such statements shall be the most recent and complete audited financial statements available and shall be for a fiscal period not more than eighteen (18) months old at the time of submission. The financial statements shall be prepared by an independent, certified public accountant. If the audit is of a parent firm, the parent firm shall be party to the Contract. Individuals who are personally performing the contracted services and governmental agencies are exempt from this requirement.

An unaudited financial statement may be submitted to cover the period from the last audited statement to present, ending no more than 120 days prior to the date of submission of this proposal.

Although it is in the best interest of the Proposer to submit audited financial statements, a compilation of financial statements will be accepted. Compilations must follow same provisions as audited financial statements stated in this RFP.

Submit an agreement to the right of the county, state and federal governments to audit the Proposer's financial and other records.

8. Insurance – A statement that the Proposer will obtain insurance in the amounts and coverages stated in Section V, Paragraph B - Indemnification and Insurance Requirements prior to the delivery of service.
9. Statement of Fees – Submit the overall cost per transaction for each contract year.
10. Certification – Submit proof of accreditation with the American Association of Blood Banks.
11. References – Provide name, address and phone number of three current references that can attest to your agency's ability to provide said services. The County may call references at any time during the evaluation process.

XII. PROPOSAL EVALUATION AND SELECTION

A. Evaluation Process

All proposals will be subject to a standard review process developed by the County. A primary consideration shall be the effectiveness of the Proposer in the delivery of comparable or related services based on demonstrated performance.

B. Evaluation Criteria

1. Initial Review - All proposals will be initially evaluated to determine if they meet the following minimum requirements:
 - a. The proposal must be complete, in the required format, and be in compliance with all the requirements of this RFP.
 - b. Proposers must meet the requirements as stated in the Minimum Proposer Requirements as outlined in Section I, Paragraph B.

Failure to meet these requirements may result in a rejected proposal. No proposal shall be rejected, however, if it contains a minor irregularity, defect or variation if the irregularity, defect or variation is considered by the County to be immaterial or inconsequential. In such cases the Proposer will be notified of the deficiency in the proposal and given an opportunity to correct the irregularity, defect or variation or the County may elect to waive the deficiency and accept the proposal.

2. Evaluation - Proposals meeting the above requirements will be evaluated on the basis of the following criteria:

- a. Specimen Collection Procedure
- b. Turnaround Time
- c. Specimen Collection Schedules
- d. Specimen Storage Methods and Timeframes
- e. Cost/Competitive Pricing
- f. Experience/Caseload Capacity

While cost is a major consideration in the evaluation process, selection will be based on the determination of which proposal will best meet the needs of the County and the requirements of this RFP.

C. Contract Awards

Two separate contracts may be awarded, one for DCSS and one for DCS, based on a competitive selection of proposals received.

The contents of the proposal(s) of the successful Proposer(s) will become contractual obligations and failure to accept these obligations in a contractual agreement may result in cancellation of the awards.

D. Protests

Proposers may protest the recommended award, provided the protest is in writing, contains the RFP number, is delivered to the address listed in Section I, Paragraph D of this RFP, and submitted within ten (10) calendar days of the date on the notification of intent to award.

Grounds for a protest is that the County failed to follow the selection procedures and adhere to requirements specified in the RFP or any addenda or amendments; there has been a violation of conflict of interest as provided by California Government Code section 87100 et seq.; or violation of state or federal law. Protests will not be accepted on any other grounds. In the event of a protest, all protests will be handled by a panel designated by the Assistant County Administrator for the Human Services, or his/her designee.

The County will consider only those specific issues addressed in the written protest. A written response will be directed to the protesting Proposer within fourteen (14) calendar days of receipt of the protest, advising of the decision with regard to the protest and the basis for the decision.

E. Final Authority

The final authority to award a Contract(s) rests solely with the State of California and the County of San Bernardino Board of Supervisors.

ATTACHMENT A

CLIENT COMPLAINT AND CONCERN PROCEDURE

THIS INFORMING NOTICE IS TO BE DISPLAYED IN CLEAR VIEW IN AREAS WHERE CLIENT WILL OBTAIN THE DIRECT SERVICE OR AS DELINEATED IN THE CORRESPONDING COUNTY CONTRACT. CLIENT IS TO BE PROVIDED A COPY OF THIS PROCEDURE UPON REQUEST.

If you believe you have been discriminated against, or that there has been a violation of any laws or regulations, or if you have a problem regarding the services you received, you have the right to file a complaint or tell us your concerns.

The following procedures are to be followed when filing a complaint or a concern. Each of these steps must be completed in order.

STEP ONE:

Write down your complaint or concern and talk to the service provider. Keep a copy for yourself and write down the date you talked to the service provider.

- If answered or resolved at this step, nothing further is required.
- If no answer or resolution within 10 calendar days, proceed with Step Two.

STEP TWO:

Send a copy of your written complaint or concern or discuss the complaint or concern with your County Caseworker. Write down the date you spoke to your Caseworker or sent the complaint and keep it with your copy.

- If answered or resolved at this step, nothing further is required.
- If no answer or resolution within 10 calendar days, proceed with Step Three.

STEP THREE:

Send a copy of your written complaint or concern to the Program Specialist. If you would like a response, include your name, address and telephone number. Your personal information and your complaint and concern details will be kept confidential.

HS Program Development Division
ATTN: Program Support Unit
825 E. Hospitality Lane, 2nd Floor
San Bernardino, CA 92415-0079
909-383-9700

- If answered or resolved at this step, nothing further is required.
- If no answer or resolution within 10 calendar days, proceed with Step Four.

STEP FOUR:

Send a copy of your written complaint or concern to the Contract Analyst at:

HS Administrative Services Division
Contracts Unit
150 S. Lena Road
San Bernardino, CA 92415-0515

You will be contacted within 10 calendar days if you have provided contact information.

ATTACHMENT B

PROPOSAL CHECKLIST

Organization: _____

Proposals submitted in response to RFP HS 08-08 for DNA Paternity Testing must be delivered to the following address no later than 4:00 p.m., Tuesday, December 16, 2008.

County of San Bernardino
Human Services
ATTN: Contract Unit
150 South Lena Road
San Bernardino, CA 92415-0515

One (1) original and **six (6)** unbound copies of the written proposal are required. Each proposal must include the following items:

1. ☐ Cover Page
2. ☐ Table of Contents
3. ☐ Proposal Checklist – Attachment B
4. ☐ Statement of Certification
5. ☐ Proposal Description
6. ☐ Statement of Experience
7. ☐ Subcontractor Information
8. ☐ Financial Statements
9. ☐ Insurance
10. ☐ Statement of Fees
11. ☐ Certification of accreditation with the American Association of Blood Banks
12. ☐ References
11. ☐ Client Complaint and Concern Procedure – Attachment A